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UNITED STATES DISTRICT COURT
 DISTRICT OF OREGON - EUGENE DIVISION

KATHY TAYLOR,) Case No. 6:18-CV-01586-MK
)
Plaintiff,) STIPULATION TO DISMISS CASE
) WITHOUT PREJUDICE PURSUANT
v.) TO CONTRACTUAL ARBITRATION
) BEFORE THE AMERICAN
MID-AMERICA BANK & TRUST;) ARBITRATION ASSOCIATION AND
GENESIS FS CARD SERVICES, INC.,) PROPOSED ORDER
)
Defendants.)
)

Defendants Genesis FS Card Services, Inc., and The Bank of Missouri (erroneously sued as Mid-America Bank & Trust) (“Defendants”) have asserted the existence of a binding arbitration agreement which covers the alleged claims of Plaintiff Kathy Taylor (“Plaintiff”). As such, Defendants, together with Plaintiff,

hereby stipulate to dismiss the above-referenced action, without prejudice, in order to complete contractual arbitration before the American Arbitration Association.

IT IS THEREFORE STIPULATED, by and between Plaintiff and Defendants, through their respective counsel, that the action be dismissed, without prejudice, in order to complete contractual arbitration before the American Arbitration Association.

DATED:
November 13, 2018

**SESSIONS, FISHMAN, NATHAN &
ISRAEL, LLP**

/s/ Damian P. Richard

Damian P. Richard

Attorney for Defendants

Genesis FS Card Services, Inc., and

The Bank of Missouri (erroneously sued as
Mid-America Bank & Trust)

DATED:
November 13, 2018

SAGARIA LAW, P.C.

/s/ Kyle W. Schumacher

Kyle W. Schumacher

Attorney for Plaintiff

Kathy Taylor

PURSUANT TO STIPULATION, IT IS HEREBY ORDERED

That this case is hereby dismissed, without prejudice, so the parties may complete contractual arbitration before the American Arbitration Association.

DATED: _____, 2018

Judge Mustafa T. Kasubhai